

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BRYAN D. MIZE,

Plaintiff,

v.

NORTHWEST TRUSTEE SERVICES,
INC., et al.,

Defendants.

CASE NO. C11-1245 MJP

ORDER GRANTING IN PART AND
DENYING IN PART PLAINTIFF'S
MOTION TO COMPEL AND
GRANTING THE STIPULATED
MOTION TO EXTEND DEADLINES

This matter comes before the Court on Plaintiff's motion to compel (Dkt. No. 29) and the parties' stipulated motion to extend the case deadlines (Dkt. No. 33). Having reviewed the motion to compel, the response (Dkt. No. 31), the reply (Dkt. No. 32), and all related papers, the Court GRANTS in part and DENIES in part the motion. The Court GRANTS the motion to extend the trial date and case deadlines as set out below.

Background

Plaintiff asks the Court to order Defendant JP Morgan Chase to respond fully to his requests for production ("RFP"). Although Plaintiff was accommodating of a late response from

1 Defendant Chase, he claims that the production he received was in inadequate. The Court agrees
2 in part, as set out below in response to each request for production.

3 **Analysis**

4 A. RFP 1

5 Plaintiff has requested a copy of any purchase agreement between WaMu and the
6 purchaser of Plaintiff's promissory note. Defendant Chase has produced a copy of the purchase
7 and assumption agreement between WaMu and Chase, which is not wholly responsive to
8 Plaintiff's request. The Court thus GRANTS the motion as to this RFP and orders Defendant
9 Chase to provide all documents that are responsive to the actual request.

10 B. RFP 2

11 Plaintiff seeks production of all endorsements and conveyances of his promissory note to
12 show a chain of title. Plaintiff claims Defendant Chase has not provided any responsive
13 documents. It does not appear Defendant Chase made an adequate response. The Court thus
14 GRANTS the motion as to this RFP and orders Defendant Chase to make a full responsive
15 production.

16 C. RFP 3

17 Plaintiff seeks production of copies of servicing agreements between WaMu and any
18 purchaser of his promissory note. Defendant Chase states that no such agreements exist. The
19 Court DENIES this RFP. It does not appear Defendant Chase's response is inadequate on this
20 issue.

21 D. RFP 4

22 Plaintiff seeks production of copies of servicing agreements between Chase and any
23 current or past owners of his of his promissory note. Defendant Chase states that no such

1 | agreements exist. The Court DENIES this RFP. It does not appear Defendant Chase's response
2 | is inadequate on this issue.

3 | E. RFP 5

4 | Plaintiff seeks copies of insurance policies related to the promissory note and/or any
5 | security instrument that includes his note. Defendant objects to this RFP as being vague,
6 | ambiguous and not likely to lead to discoverable evidence. The Court DENIES the motion on
7 | this issue. The request does not seek relevant materials.

8 | F. RFP 6

9 | Plaintiff seeks records of payments disbursed by the service to the owner, holder, and
10 | beneficiary of the note. Defendant objects to this as vague, ambiguous, and not reasonably
11 | calculated to lead to discoverable materials, and that it also does not have access to such
12 | information. The Court DENIES the motion on this issue. The RFP does not appear to seek
13 | relevant materials and the Court accepts Defendant Chase's statement that it does not possess
14 | such information.

15 | G. RFP 7

16 | This RFP is MOOT, as Defendant Chase satisfied this RFP.

17 | H. RFP 8

18 | Plaintiff seeks a copy of the purchase agreement between the FDIC and Chase regarding
19 | Chase's acquisition of WaMu, including attached exhibits. Defendant Chase produced this, but
20 | Plaintiff claims it withheld any exhibits. There is no indication such exhibits exist. The Court
21 | DENIES the motion on this issue and finds the RFP satisfied.

22 | I. RFP 9

1 Plaintiff requests custodial agreements governing the custodian of the note. Defendant
2 objects to this as vague, ambiguous, and not reasonably calculated to lead to discoverable
3 materials, and that it also does not have access to such information. The Court GRANTS this
4 aspect of Plaintiff's motion. Chase must produce those documents it has in its control that are
5 responsive.

6 J. RFP 10

7 Plaintiff requests all forms 1034 regarding the custodial agreement related to his Note.
8 Defendant objects to this as irrelevant. Plaintiff convinces the Court that this may lead to
9 information showing where his Note is held. The Court GRANTS this request. Chase must
10 produce this information.

11 K. RFP 11

12 Plaintiff requests all forms 1036 regarding the custodial agreement related to his Note.
13 Defendant objects to this as irrelevant. Plaintiff convinces the Court that this may lead to
14 information showing where his Note is held. The Court GRANTS this request. Chase must
15 produce this information.

16 L. RFP 12

17 Plaintiff seeks all records associated with his loan in the MIDANET or Freddie Mac
18 Selling Platforms. Defendant objects to this as irrelevant. Plaintiff has convinced the Court that
19 this may lead to the discovery of relevant materials and GRANTS the motion on this issue.
20 Defendant Chase must produce responsive documents.

21 M. RFP 13

22 Plaintiff seeks screenshots of all computer servicing records of his mortgage. Defendant
23 has produced some screenshots, but Plaintiff claims they are not current. Defendant is ordered to
24

1 produce current screenshots responsive to this RFP. The Court GRANTS this aspect of the
2 motion.

3 N. Extension of Deadlines

4 The parties have separately moved for an extension of the case deadlines. The Court
5 finds good cause and GRANTS this request. It extends the trial (1-2 day bench trial) to
6 December 17, 2012 and sets the following interim deadlines:

- 7 1. Discovery Motions are due by June 29, 2012.
- 8 2. Discovery must be completed by July 20, 2012.
- 9 3. Dispositive motions are due by August 17, 2012.
- 10 4. The Settlement conference required by Local Rule CR 39.1(c)(2) must be held by no
11 later than October 18, 2012.
- 12 5. Mediation as required by Local Rule CR 39.1(c)(3) must be held by no later than
13 November 13, 2012.
- 14 6. All motions in limine must be filed by November 13, 2012.
- 15 7. The Agreed Pretrial Order is due by December 5, 2012
- 16 8. The Pretrial Conference is set for December 7, 2012 at 1:30 PM
- 17 9. Trial briefs, proposed Findings of Fact, Conclusions of Law, and trial exhibits are due
18 by December 12, 2012.

19 These are firm dates that can be changed only by order of the Court, not by agreement of
20 counsel or the parties. The Court will alter these dates only upon good cause shown: failure to
21 complete discovery within the time allowed is not recognized as good cause.

Conclusion

The Court GRANTS in part and DENIES in part Plaintiff's motion to compel. On all RFPs for which the Court has ordered Chase to respond, Chase is ORDERED to provide renewed responses within 14 days of entry of this order. The Court declines to award costs or any further sanctions. The Court finds good cause and GRANTS the parties stipulated request to extend the case deadline. Trial is set for December 17, 2012 and the interim deadlines are changed as set out above.

The clerk is ordered to provide copies of this order to Plaintiff and all counsel.

Dated this 14th day of June, 2012.



Marsha J. Pechman
United States District Judge